

STATE OF MICHIGAN
COURT OF APPEALS

ARTCO CONTRACTING, INC.,

Plaintiff/Counterdefendant-
Appellant,

v

CITIZENS COMMERCIAL & SAVINGS BANK,

Defendant/Counterplaintiff/Third-
Party Plaintiff-Appellee,

and

JESSE M. GUZMAN, DAVID W. STEFFES, AND
AUBURN HILLS SOUTH INVESTMENTS,

Third-Party Defendants.

UNPUBLISHED

January 26, 2001

No. 215430

Oakland Circuit Court

LC No. 95-509780-CK

Before: Saad, P.J., and Griffin and R.B. Burns,* JJ

PER CURIAM.

Plaintiff appeals as of right from the trial court's refusal to vacate an arbitral award and the trial court's judgment entered pursuant to the arbitral award. We affirm.

Plaintiff contends that the arbitral panel made a substantial error of law and that the trial court erred in refusing to vacate the arbitration award on the basis of an error of law. We disagree.

An arbitration award may be vacated if the face of the award reflects an error of law so egregious that but for the mistake of law the award would have been rendered for the losing party. MCR 3.602(J)(1)(c); *DAIIE v Gavin*, 416 Mich 407, 430; 331 NW2d 418 (1982). In *Gavin*, the Supreme Court articulated the test which governs our review of the trial court's decision:

* Former Court of Appeals judge, sitting on the Court of Appeals by assignment.

Where it clearly appears on the face of the award or the reasons for the decision as stated, being substantially a part of the award, that the arbitrators through an error in law have been led to a wrong conclusion, and that, but for such error, a substantially different award must have been made, the award and decision will be set aside.

* * *

The character or seriousness of an error of law which will invite judicial action to vacate an arbitration award under the formula we announce today must be error so material or so substantial as to have governed the award, and but for which the award would have been substantially otherwise. [*Id.* at 434, 443.]

Here, it is not apparent from the face of the arbitration award that the arbitrators made a wrong decision because of a “substantial” error of law. Plaintiff’s arguments are principally directed at the merits of the arbitrators’ decision, and plaintiff asks us to examine the evidence to make a determination whether the award was supported by the evidence. We may not conduct such an inquiry. *Gordon Sel-Way, Inc v Spence Brothers, Inc*, 438 Mich 488, 497; 475 NW2d 704 (1991); *Donagan v Michigan Mutual Ins Co*, 151 Mich App 540, 549; 391 NW2d 403 (1986). We conclude that the trial court did not err in refusing to vacate the arbitration award, and that it properly entered judgment based on the award.

Affirmed.

/s/ Henry William Saad
/s/ Richard Allen Griffin
/s/ Robert B. Burns